



UNITED STATES MARINE CORPS
MARINE CORPS RECRUITING COMMAND
3280 RUSSELL ROAD
QUANTICO, VA 22134-5103

IN REPLY REFER TO:
1510
G-3T
15 Feb 02

COMMANDING GENERAL'S POLICY LETTER 6-02

From: Commanding General
To: Distribution List

Subj: HIGH-RISK POOL EVENTS

Ref: (a) Volume III, Guidebook for Recruiting Station Operations

Encl: (1) Hold Harmless and Release From Liability Form

1. Situation. Reference (a) provides guidance concerning the conduct of high-risk pool events. Marine Corps Recruiting Command endorses an active pool program in order to prepare poolees for success in recruit training, to reduce pool and MCRD/OCS attrition and to encourage them to achieve through referrals; however, improperly conducted high-risk pool events have the potential of injuring poolees thereby exposing the Marine Corps to potential civil liability. This policy letter seeks to minimize the risks associated with these events. An understanding of the following terms and issues is relevant to properly conducting high-risk pool events:

a. Feres Doctrine. This doctrine, which prevents active duty service members from suing the Federal Government, generally does not apply to poolees. Therefore, poolees may file claims or suits against members of the Marine Corps Recruiting Command and/or the Marine Corps and, if negligence is proven, defendant in such suits may be required to pay damages.

b. Due Care. This is the measure of care, demanded by the circumstances, which is to be exercised by ordinarily prudent persons in order to avoid "foreseeable injuries". In theory, one will not generally be held liable for injuries sustained when due care has been provided. Thus, due care must be exercised during high-risk pool events to prevent liability.

c. Liability Releases. These are legal documents commonly referred to as hold harmless agreements and are intended to prevent lawsuits by limiting liability. However, the validity of these documents varies greatly and, in most cases, will not protect our Marines from liability.

d. Benefits. Poolees are not typically eligible for benefits such as SGLI, death gratuities, burial expenses or medical benefits. As poolees may not have independent medical coverage every effort must be made to prevent poolees from having to bear the cost of medical treatment arising from injuries received during pool functions.

2. Mission. Effective immediately, Commanding Generals of the Recruiting Regions will assume authority to approve the conduct of high-risk poolee events within their respective regions and will ensure that all means of ensuring the safety of participants are employed. This authority encompasses both delayed entry program poolees and officer candidate poolees.

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3. Execution

a. Commander's Intent. I want to encourage well-planned, thought out, exciting, challenging and motivated pool programs that are SAFE. Therefore, I am delegating the authority to the Commanding Generals of the Recruiting Regions to approve high-risk pool events. Waiver authority may be further delegated to the Commanding Officers of Marine Corps Districts provided Region Commanding Generals retain oversight. High-risk pool events will be evaluated, weighing the merits versus the risks, and waivers granted when the merits outweigh these risks. End State: Pool events conducted in a productive, safe manner, injury free, and void of liability claim requirements.

b. Concept of Operations. High-risk pool events will be conducted in a manner that minimizes the risk of potential injuries and lawsuits.

c. Tasks

(1) Commanders will ensure that an OSO, NCOIC or Command Group member plans, organizes, and supervises high-risk pool events.

(2) Commanders will ensure that all attendees are advised of the specific risks in participating in high-risk events.

(3) Commanders will ensure that all attendees present a signed Hold Harmless and Release From Liability Form, to include parental consent, if required, prior to participation. This will be in addition to any liability release required by commercial activities conducting the activity. A blank Hold Harmless and Release From Liability Form is provided as enclosure (1).

(4) Commanders will appoint a Safety Officer, a Staff Non-Commissioned Officer or Officer, to ensure that all safety considerations are implemented and that due care is exercised.

(5) Commanders will obtain written approval from the Commanding General of the appropriate Recruiting Region prior to conducting high-risk pool events. In addition to the events listed below, any event with the potential for serious injury is to be considered a high-risk pool event:

(a) White water rafting, kayaking and canoeing.

(b) Downhill skiing and snowboarding.

(c) Rollerblading and skateboarding.

(d) Indoor wall climbing.

(e) Rappelling or Ropes/Challenge Courses.

(f) Obstacle Courses.

(g) Mountain biking.

(h) Weapons firing.

(i) Paintball.

(j) Swimming.

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(6) Commanders are specifically prohibited from conducting the below listed events due to the high possibility of severe injury or death. Region Commanding Generals are not authorized to grant waivers for these events nor will this headquarters entertain exception to policy waivers.

(a) Rock or ice climbing.

(b) Contact sports or other activities that involve personal contact to include martial arts and pugil stick events.

(c) Bungee Jumping.

(d) Hang Gliding.

(e) Parachuting.

4. Administration and Logistics

a. Reference (a) guidance concerning high-risk pool functions is superceded by this policy letter.

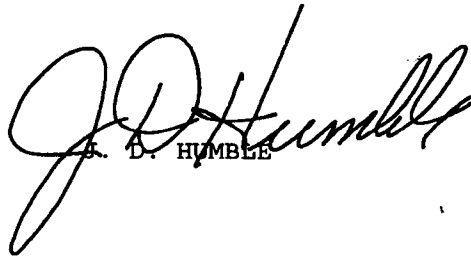
b. Commanding General's Policy Letters 6-96, 10-99, 11-99, and 2-00 are hereby canceled.

c. MCO 3500.27_ provides Operational Risk Management (ORM) guidelines of importance in planning high-risk pool events or in providing justifications for waiver submissions. The employment of ORM guidelines per this order is required in the planning and execution of these events.

5. Command and Signal

a. Command Relationships. Command relationships remain the same.

b. Signal. None.



J. D. HUMBLE

Distribution: A/D

HOLD HARMLESS AGREEMENT AND RELEASE FROM LIABILITY

I, _____, on my own behalf, in consideration for
Participant's Full Name
being allowed to participate in the activity described below, do hereby agree to hold harmless and release from liability the United States of America, the United States Marine Corps, and all personnel, agents, or employees, therein, acting officially or otherwise; from any and all injuries incurred enroute, during, or returning from this activity. I acknowledge that this agreement is limited solely for the purpose of the aforementioned activity and binds the United States in no manner whatsoever. Furthermore, I attest that this agreement is entered into voluntarily and that I understand that participation in the aforementioned activity is also voluntary. I acknowledge that I have been briefed concerning the potential hazards associated with this activity and have been provided the opportunity to ask questions as to any of the risks foreseeable in connection with the aforementioned activity and transportation associated with this activity. The activity, in which I will be participating is:

List Activity

This agreement has been explained as to the above terms, provisions, and statements and I hereby accept all the said terms, provisions, and statements listed above as my own unconditionally and voluntarily.

Signature

Date

PARENTS OR GUARDIANS AGREEMENT

To be used when applicant/poolee is a minor under 18 years of age) we hereby execute and subscribe to the above waiver as the parents or guardian of the named minor and consent to his/her being on the property, or using the indicated facilities on the stated military activity. We jointly and severally, for ourselves, our heirs, executors and administrators, agree to hold harmless the United States, United States Marine Corps, its officers, personnel, agents and employees, acting officially or otherwise, against all suits, actions, claims, costs or demands, whether arising from sole or concurrent negligence or otherwise (including those resulting from death, personal injury and property damage) to which the United States, its officers, personnel, agents and employees may be subject by reason of being on the property or using the indicated facilities of the stated military activity for the activity described above.

Name of Minor

Signature of (Parent or Guardian)

EMERGENCY INFORMATION

Notification Address

Telephone Number